

**FOR SALE**

**ON-LINE AUCTION**

**THE FORMER  
THADDEUS J. DULSKI  
FEDERAL OFFICE BUILDING**

**111 West Huron Street, Buffalo, NY 14202**

**GSA Control #: 1-G-NY-0911**



**U.S. General Services Administration**  
**Invitation for Bids No: 1PR-06-05**

# **Auction Summary**

**Sale Type:** Online Auction

**Start Date:** August 1, 2006

**End Date:** Based on Bidding

**Registration Deposit:** \$1,000,000.00 Irrevocable Letter of Credit

**Bid Increment:** \$250,000.00

**Inspection Opportunities:** By appointment only. Registered bidders may schedule an appointment by calling (617) 565-5700. Dates and times will be set by the U.S. General Services Administration.

**Bid Hotline Recording:** 1-800-241-1417

**Web Pages:** [www.auctionrp.com](http://www.auctionrp.com)  
[www.111westhuron.com](http://www.111westhuron.com)  
<http://propertydisposal.gsa.gov/property>

Bidders **should read all pages and all sections of the Invitation for Bids (IFB) before making a bid.**

GSA is not responsible for the accuracy of any IFB that was not obtained directly from the United States Government.

Bidders should check the websites <http://propertydisposal.gsa.gov/property> and <http://www.auctionrp.com/auctions2/> for changes and/or updates.

US General Services Administration  
Thomas P. O'Neill, Jr. Federal Building  
Property Disposal Division  
10 Causeway Street, Room 925  
Boston, MA 02222

## **INVITATION FOR BIDS**

This Invitation for Bids contains information and forms necessary for interested parties to bid to purchase the property which is the subject of this sale. It shall be the responsibility of each bidder to familiarize him or herself with this Invitation for Bids, including the General and Special Terms of Sale, the Instructions to Bidders for Online Auction, the Bid Registration Form, and any other information or materials included in the Invitation for Bids or that may be made available under separate cover.

The auction will commence at 3:00 p.m., Eastern Daylight Time (EDT), on August 1, 2006. The auction has no preset closing date but will conclude in accordance with the procedures set forth in Paragraph 11, "Call for Final Bids," of the "Instructions to Bidders for Online Auction."

Parties interested in bidding on this property must register to bid in accordance with the Instructions to Bidders for Online Auction. As part of that registration, bidders must submit a deposit as described on page 15 of this Invitation for Bids before bidding on the property; see Paragraph 4 of the Instructions to Bidders for Online Auction information. Bidding shall be in increments as determined on the <http://www.auctionrp.com> website.

For more sales information, please contact:

U.S. General Services Administration  
Property Disposal Division (1PR)  
10 Causeway Street, Room 925  
Boston, MA. 02222  
Telephone: (617)-565-5700  
Fax: (617)-565-5720  
E-Mail: [Justin.Hollander@gsa.gov](mailto:Justin.Hollander@gsa.gov)  
[Alyssa.Kennedy@gsa.gov](mailto:Alyssa.Kennedy@gsa.gov)

Online bidding will take place at: <http://www.auctionrp.com>

Additional information regarding GSA's Property Disposal program is available at the Property Disposal Home Page: <http://propertydisposal.gsa.gov>

### **Send Bid Forms with Letter of Credit to:**

U.S. General Services Administration  
Property Disposal Division (1PR)  
ATTN: Lisa Faletra  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Telephone: (617)565-5700

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## Property Description

### **1. Location and Description**

This 15-story former federal office building located in downtown Buffalo is situated on 1.74 acres, more or less, and is comprised of 470,496 gross square feet and includes 180 garage parking spaces (“the Property”).

Buffalo is the second largest city in the state of New York and is located approximately 25 miles south of Niagara Falls. The Property is located in Buffalo’s central business district and is 10 miles from the Buffalo-Niagara Airport and one mile from Interstate 190.

The Property features open floor plates, with approximately 21,000 rentable square feet per plate. There are eight passenger elevators, one freight elevator, and three loading docks.

The address for the Property is 111 West Huron Street.

### **Utilities**

**Water and Sewer** are provided via city water supply.

**Electricity** is provided by National Grid.

**Natural Gas** is provided by National Fuel.

### **2. The Offering**

#### **A. Legal Description:**

The subject Property was acquired by the United States of America as evidenced by the following documents recorded at the Clerk’s Office, Erie County, New York:

1. Declaration of Taking dated May 7, 1964 and recorded in Book 6996 Page 411
2. Deed from Frieda M. Kuhl dated May 26, 1964 and recorded in Book 7001 Page 311
3. Deed from Margaret Ignorante dated May 26, 1964 and recorded in Book 7001 Page 407
4. Deed from David Shalwitz dated May 26, 1964 and recorded in Book 7001 Page 415
5. Deed from Annie Kulik dated May 27, 1964 and recorded in Book 7001 Page 695

The subject Property is bound by West Huron Street, South Elmwood Avenue, Cary Street, and Delaware Avenue.

## **B. Reservations, Covenants and Notices to be Included in the Deed**

### **Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Covenants**

Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

(1) This covenant shall not apply: (a) in any case in which Grantee, its successors or assigns, or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; or (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party in possession after the date of this conveyance that either: (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; or (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

(2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that: (a) the associated contamination existed prior to the date of this conveyance; and (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party in possession.

Reservation of Right of Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or

necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

**COVENANT AND INDEMNIFICATION REGARDING THE PRESENCE OF LEAD BASED PAINT.** The Grantee hereby acknowledges the required disclosure in accordance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d (Title X), of the presence of any known lead-based paint and/or lead-based paint hazards in target housing constructed prior to 1978 on the Property. The Property contains no improvements defined by Title X as target housing. However, in the event that any improvement on the Property are converted to residential use, the Purchaser covenants and agrees that in its use and occupancy of such Property it will comply with 24 CFR 35 and 40 CFR 745 and all applicable Federal, State and local laws relating to lead-based paint; and that United States assumes no liability for damages for Property damage, personal injury illness, disability, or death, to Purchaser, its successors or assigns, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use disposition, or other activity causing or leading to contact of any kind whatsoever with lead-based paint on the Property described in this deed, whether Purchaser, and its successors or assigns, have properly warned or failed properly to warn the individual(s) injured. Purchaser further agrees to indemnify, defend and hold harmless the United States of America from any and all loss, judgment, claims, demands, expenses or damages, of whatever nature which might arise or be made against the United States of America, due to, or relating to the presence of lead-based paint hazard on the Property, any related abatement activities, or the disposal of any material from the abatement process.

The Purchaser further covenants and agrees that it will comply with all Federal, state, local, and any other applicable law regarding the lead-based paint hazards with respect to the Property

**ASBESTOS.** The Grantee, by acceptance of this Deed, acknowledges that it has been informed by Grantor that the Property contains asbestos-containing materials, and that Grantee has been provided with the following notice and warning by Grantor. Grantee, by acceptance of this deed, acknowledges that it accepts the transfer and Deed of the Property subject to the terms and conditions contained herein:

- a) The Grantee is warned that the Property contains asbestos-containing materials. Asbestos is a hazardous material. Unprotected exposure to asbestos fibers has been determined to significantly increase the risk of cancer, mesothelioma, and asbestosis. These diseases can cause serious bodily harm resulting in disability or death.

- b) The Grantee is deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including any asbestos hazards or concerns.
- c) No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of Grantee to have inspected or to be fully informed as to the condition of all or any portion of the Property shall not constitute grounds for any claim or demand against Grantor.
- d) The description of the Property as set forth above and any other information provided to the Grantee with respect to the Property was based on the best information available to the General Services Administration's Property Disposal Division and is believed to be correct, but any error or omission shall not constitute grounds or reason for any claim by Grantee against Grantor, including, without limitation, any claim for allowance, refund or deduction from the purchase price for such Property.
- e) Grantor assumes no liability for damages for personal injury, illness, disability or death to Grantee or to Grantee's employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property.
- f) Grantee further agrees by acceptance of the Deed to the Property that, in its use and occupancy of the Property, it will comply with all Federal, State, and local laws, ordinances, orders and regulations relating to asbestos.

**OBJECTS AFFECTING NAVIGABLE AIRSPACE.** Pursuant to the requirements of House Report Number 95-1053 entitled "FAA Determinations of 'No Hazard' For Structures Near Airports", it has been determined that Buffalo Niagara International Airport, Cheektowaga, New York is located within six (6) nautical miles of the Property. No construction on or alteration of the Property or any portion thereof shall be undertaken by the Grantee, his heirs, successors or assigns unless and until a written determination of no hazard to air navigation shall have been issued by the FAA pursuant to Title 14, Code of Federal Regulations, Part 77, entitled, "Objects Affecting Navigable Airspace", or under the authority of the Federal Aviation Act of 1958, as amended. This restriction shall run with the Property.

## GENERAL TERMS OF SALE

**1. TERM – “INVITATION FOR BIDS”** The term “Invitation for Bids” (IFB) as used herein refers to the foregoing IFB and its Property Description; General Terms of Sale; the Instructions to Bidders for Online Auction; and the Environmental and Historic Notices and any provisions of the Bid Form and Acceptance; all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids or conducting of an auction.

**2. DESCRIPTION PROVIDED:** The descriptions of the Property set forth in the IFB and any other information provided therein with respect to the Property are based on the best information available to the U.S. General Services Administration (GSA) Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

**3. INSPECTION:** Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. The failure of any bidder to inspect, or to be fully

informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

**An appointment must be made to inspect the Property.** Registered bidders can schedule an appointment by contacting our Boston office at (617) 565-5700.

**4. CONDITION OF PROPERTY:** The Property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered after the bid opening or conclusion of an auction.

**5. ZONING:** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sales



agreement. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

6. **CONTINUING OFFERS:** Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for 60 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 60 calendar days. If the Government desires to accept any bid after the expiration of the 60 calendar days, the consent of the bidder shall be obtained prior to such expiration.
7. **TAXES AND CLOSING COSTS:** As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. The Government has no knowledge of any such assessments or payments due. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder.
8. **RISK OF LOSS:** As of the date of the conveyance, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the Property and shall have all obligations and liabilities of ownership.

9. **REVOCATION OF BID AND DEFAULT:** In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights it may have under the bid or contract of sale.
10. **GOVERNMENT LIABILITY:** If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have NO further liability to Purchaser.
11. **TITLE EVIDENCE:** Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the

successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

**12. TITLE:** If a bid for the purchase of a Property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

**13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT(S) OF CONVEYANCE:** The Government shall set a sale closing date, said date to be not later than 60 calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, cashier's check, certified check, or U.S. Postal Service money order, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the

closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents. In any event, if possession was assumed by the successful bidder prior to the date of conveyance, the successful bidder shall pay, in addition to the purchase money due, an amount determined in accordance with paragraph 7, above, if applicable.

**18. DELAYED CLOSING:** The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**15. DOCUMENTARY STAMPS AND RECORDING COSTS:** The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the

successful bidder's expense. A CONFORMED COPY OF THE RECORDED DEED must be provided to:

U.S. General Services  
Administration Property Disposal  
Division (1PRB)  
10 Causeway Street, Room 925  
Boston, MA 02222

**16. CONTRACT:** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**17. OFFICIALS NOT TO BENEFIT:** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

**18. COVENANT AGAINST CONTINGENT FEES:** The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

**19. SALE AND CONVEYANCE:** The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, easements, reservations, restrictions, and encumbrances, whether of record or not. (2) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

**20. PROPERTY DOCUMENTATION:** As a former Federal Office Building, certain information regarding the Property is sensitive but unclassified. For this reason, property documentation will be made available to registered bidders only.

## **SPECIAL TERMS OF SALE FOR ONLINE AUCTION**

1. **METHOD OF SALE:** This sale will be conducted by online auction. The bid that offers the greatest return to the Government may be accepted.
2. **ENVIRONMENTAL CERTIFICATION:** Refer to Section B, Reservations and Covenants to be Included in the Deed, on Page 5 of this Invitation for Bids.
3. **NOTICE OF THE PRESENCE OF ASBESTOS – WARNING:**
  - a. The Purchaser is warned that the Property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
  - b. Bidders are invited, urged, and cautioned to inspect the Property to be sold prior to submitting a bid. More particularly, bidders are invited, urged, and cautioned to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the Property including, without limitation, any asbestos hazards or concerns.
  - c. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a

bid or offer after its opening or tender.

- d. The description of the Property set forth in the Invitation for Bids and any other information provided therein with respect to said Property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the Property and/or any other Federal agency shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.
- e. The Government assumes no liability for damages for personal injury, illness, disability, or death to the Purchaser, or to the Purchaser's successors, assigns, employees, invitees, or any other person subject to Purchaser's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on

the Property which is the subject of this sale, whether the Purchaser, its successors or assigns, has or have properly warned or failed to properly warn the individual(s) injured.

- f. The Purchaser further agrees that, in its use and occupancy of the Property, it will comply with all Federal, state, and local laws relating to asbestos.

#### 4. NOTICE OF LEAD-BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978

Every purchaser of any interest in residential real property on which a building was built prior to 1978 is notified that the Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-

based paint hazards is  
recommended prior to  
converting the Property to a  
residential dwelling

5. **EASEMENTS:** The Property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.
6. **REJECTION:** The Government reserves the right to reject any and all bids.
7. **SELLER'S DEFAULT:** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the Property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.
8. **LIABILITY:** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

## INSTRUCTIONS TO BIDDERS FOR ONLINE AUCTION

**1. AUCTION START DATE:** The online auction starts at 3:00 P.M, Eastern Daylight Time (EDT) on August 1, 2006.

**2. TYPE OF SALE:** This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks or until the Property is sold. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Paragraph 11 in this section, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

**3. BIDS AND TERMS OF SALE:** Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of the Property for financing.

**4. REGISTRATION DEPOSIT:**  
Bidders must provide an Irrevocable Letter of Credit to register to bid on the Sale Parcel.

To register to bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send the form with your Letter of Credit to:

**U.S. General Services Administration  
Property Disposal Division (IPR)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Attn: Lisa Faletra**

**a.** The Irrevocable Letter of Credit must meet all of the following requirements:

1. Be in the sample form provided in Exhibit "A".

2. Be in the amount of **One Million and 00/100 dollars (\$1,000,000.00)**.

3. Be issued from a bank chartered within the United States with branches in the State of New York. The issuing bank must be a federally insured institution rated investment grade or higher.

4. Be numbered for ease of reference.

5. Reference the GSA Invitation for Bid number 1PR-06-05.

6. Be irrevocable for a minimum of 120 calendar days from the start of the auction to assure proper accumulation and presentation of documents required to demand payment.

7. Name the "United States of America" as beneficiary on the Letter of Credit.

8. Provide that payment shall be made on demand by the Government's Contracting Officer upon any default for the purchase of the former Thaddeus J. Dulski Federal Office Building.

9. Be notarized.

The Government **will not** pay for any costs associated with obtaining the Irrevocable Letter of Credit.

**b.** Only upon GSA's receipt and verification of the Letter of Credit will the bidder be able to bid online or to submit a written bid.

**c.** Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an amount equal to ten percent (10%) of the amount bid. Failure to provide such additional bid deposit within ten (10) calendar days of the Government's acceptance of an offer shall require rejection of the bid and the Government shall draw upon the Irrevocable Letter of Credit. Upon receipt of the deposit, the Irrevocable Letter of Credit will be returned to the successful bidder.

**d.** The full balance of the purchase price is payable within sixty (60) calendar days after acceptance of a bid by the Government. At the

time of closing, all cash money paid by the purchaser will be credited, without interest, toward the total purchase price.

e. Letters of Credit accompanying bids that are rejected will be returned to bidders without interest.

f. Letters of Credit received from the two highest bidders will be held as stipulated in Paragraph 14 below. All other Letters of Credit will be returned after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder.

## **5. BIDDER REGISTRATION AND BIDS:**

a. Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

c. To register online, bidders should send to GSA their original signed and completed Bidder Registration and Bid Form. Bidders will not be allowed to bid online until GSA receives the original and signed bid form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

## **6. USER IDENTIFICATION NUMBER:**

A User Identification ("ID") number and password are used to register online and to place bids online. If you register online, you will be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID

and password will be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on our auction web page, <http://www.auctionrp.com>.

## **7. BIDDING IN GENERAL:**

a. Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at: <http://www.auctionrp.com>.

b. Bidders who registered online may increase their bids by following the instructions at [auctionrp.com](http://www.auctionrp.com). They may also submit increased bids in person, by fax, U.S. Mail, or private delivery services. By submitting your bid through [auctionrp.com](http://www.auctionrp.com), you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on GSA forms will be rejected.

## **8. FAXING YOUR BID:**

a. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. The fax number for increased bids or initial bids is (617) 565-5720.

b. A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following: 1) Receipt of a garbled or incomplete bid. 2) Availability or condition of the receiving facsimile equipment. 3) Incompatibility between the sending and receiving equipment. 4) Delay in transmission or receipt of bid. 5) Failure of the bidder to properly identify the bid. 6) Illegibility of bid. 7) Security of bid.

c. If your faxed bid is not reflected on the GSA Property Disposal Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **Alyssa Kennedy at (617)-565-5705** for verification that your bid was received.



**9. DAILY BIDDING RESULTS:** Bidders may call GSA's bid hotline at 1-800-241-1417 to hear the current high bid. Bidders may also visit our online auction web site at: <http://www.auctionrp.com> to obtain current bidding information. The bid hotline and GSA's online auction web site will be updated each business day (excluding Federal Holidays and weekends) with the highest bid received as of 3:00 pm ET. Bidders will be notified via the hotline recording and the web page when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at (617) 565-5705. Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction.

**10. INCREASING YOUR BID:** If you learn from the recorded message or from [www.auctionrp.com](http://www.auctionrp.com) that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. Increased bids must be in accordance with the amounts established on the website in order to be considered. Increased bids must be at least **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)** more than the previous high bid in order to be considered. **The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. Mail, private delivery services, or online at [www.auctionrp.com](http://www.auctionrp.com). In the event that two bids of equal value are received via U.S. mail, fax, online, etc., the first bid received will be recognized.

**11. CALL FOR FINAL BIDS:** Once bidding slows down, a date will be set for the receipt of final bids. That date, referred to as the "soft close date" will be announced on the web page and on the GSA bid hotline recording. On that date, commencing at 9:00 a.m., Eastern Daylight Time, if no increased bid is received by 3:00 p.m. Eastern Time, then bidding will close at 3:00 p.m. and consideration will be given to selling the Property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m.

Eastern Daylight Time on that day. **The Government reserves the right to increase the minimum bid increment once the soft close date has been established.** There is no advantage to waiting until the last minute to bid.

## **12. BID EXECUTED ON BEHALF OF BIDDER:**

**a.** A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

**b.** If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The Certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

**c.** If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

**d.** If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

**13. WAIVER OF INFORMALITIES OR IRREGULARITIES:** The Government may, at its election, waive any minor informality or irregularity in bids received.

**14. BACKUP BIDDER:** The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder's letter of credit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid

deposit of the second high bidder will be returned by mail thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

**15. ACCEPTABLE BID:** An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

**16. NOTICE OF ACCEPTANCE OR REJECTION:** Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

**17. ADDITIONAL INFORMATION:** The GSA issuing office at the address given in this IFB will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.

**BIDDER REGISTRATION AND BID FOR  
PURCHASE OF GOVERNMENT REAL PROPERTY**

**Thaddeus J. Dulski Federal Building  
Buffalo, New York  
Invitation for Bids# 1PR-06-05**

General Services Administration  
Property Disposal Division (IPR)  
10 Causeway Street, Room 925  
Boston, MA 02222  
Attn: Lisa Faletra

**Check One:**

Initial Bid \_\_\_\_\_

Increased Bid \_\_\_\_\_

Fax: 617-565-5720

The undersigned bidder hereby offers and agrees to purchase the Property described in the Invitation for Bid No. 1-PR-06-05, including any amendments, (collectively the "IFB") for the bid amount listed below. The Bidder further agrees that said offer is made subject to the terms and conditions of the IFB, which by this reference is incorporated in the bid and made a part of the bid.

**REGISTRATION DEPOSIT: \$1,000,000.00 Irrevocable Letter of Credit**  
**BID AMOUNT:** \_\_\_\_\_

In the event this bid is accepted, the instrument of conveyance should name the following as grantee(s): \_\_\_\_\_

Indicate above the manner in which title is to be taken (e.g., Solo and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse if applicable.

**BIDDER REPRESENTS** that he/she operates as (check one):

\_\_\_\_\_ an individual

\_\_\_\_\_ an individual doing business as: \_\_\_\_\_

\_\_\_\_\_ a partnership, consisting of: \_\_\_\_\_

\_\_\_\_\_ a limited liability partnership, consisting of: \_\_\_\_\_

\_\_\_\_\_ a corporation, incorporated in the state of \_\_\_\_\_

\_\_\_\_\_ a limited liability corporation, incorporated in the state of \_\_\_\_\_

\_\_\_\_\_ a trustee, acting for: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-mail address: \_\_\_\_\_

\_\_\_\_\_  
Signature of person authorized to sign bid Date

\_\_\_\_\_  
Signer's name and title (type or print)

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

## **CERTIFICATE OF CORPORATE BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Property)

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)  
of the Corporation (or Limited Liability Corporation) named as bidder herein; that  
\_\_\_\_\_, who signed this bid on behalf of the bidder, was then  
\_\_\_\_\_ of said Corporation (or Limited Liability Corporation); that  
the bid was duly signed for and on behalf of said Corporation (or Limited Liability Corporation)  
by authority of its governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

## ACCEPTANCE BY THE GOVERNMENT

The foregoing bid for purchase of the Dulski Federal Building, Buffalo, New York, GSA Control Number (1-G-NY-0911), is accepted by and on behalf of the United States of America, acting by and through the General Services Administration, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

Signature of  
Contracting Officer: \_\_\_\_\_

Name and title of  
Contracting Officer: \_\_\_\_\_

**EXHIBIT "A"**  
**Sample Letter of Credit**

[LETTERHEAD AND ADDRESS OF ISSUING BANK: As per the Invitation for Bid, issuing Bank must be chartered within the United States and have branches within the State of New York.]

[Issue Date]

Irrevocable Standby Letter of Credit No. \_\_\_\_\_

Account party's name \_\_\_\_\_

Account party's address \_\_\_\_\_

For Invitation for Bid (IFB) No. 1PR-06-05

Expiration Date: December 1, 2006

To: U.S. General Services Administration  
Property Disposal Division (1PR)  
Attn: Lisa Faletra  
10 Causeway Street, Room 925  
Boston, MA 02222

We hereby establish this irrevocable stand-by Letter of Credit no. \_\_\_\_\_ for the benefit of the UNITED STATES OF AMERICA ("Beneficiary") for the account of \_\_\_\_\_ ("Account Party") which we understand from the applicant is for the purchase of Government property entitled "Thaddeus J. Dulski Federal Building" up to an aggregate amount of ONE MILLION United States Dollars (U.S.\$1,000,000.00) available by presentation at \_\_\_\_\_ [insert bank name and address] of the following documents:

1. This credit.
2. Beneficiary's signed draft at sight drawn on us, stating "Drawn under irrevocable standby Letter of Credit no. \_\_\_\_\_, dated \_\_\_\_\_".
3. Beneficiary's statement on Beneficiary's letterhead signed by a Contracting Officer of Beneficiary, stating that: "The undersigned certifies that it is entitled to submit the accompanying draft under that certain Invitation for Bids 1PR-06-05, as the same may be amended from time to time."

Multiple drawings hereunder shall be permissible. This Letter of Credit expires on December 22, 2005 and is payable at the counters of [insert issuing bank/confirming bank name and address].

We hereby engage with you that all drafts accompanied by documents drawn under and in compliance with the terms of this letter of credit will be duly honored upon presentation as specified. We waive the right to defer the honor of any such drafts presented by you.

This letter of credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits (1993 revision) International Chamber of Commerce Publication No. 500 and, to the extent not inconsistent therewith, the laws of the State of New York.

If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

[INSERT NAME OF ISSUING BANK]

By \_\_\_\_\_

Name:

Title:

[INSERT OR ATTACH NOTARY STAMP]

**DOCUMENT SECURITY NOTICE  
TO PROSPECTIVE BIDDERS  
(Page 1 of 2)**

**THADDEUS J. DULSKI FEDERAL BUILDING  
111 West Huron Street  
Buffalo, NY 14202**

**GSA Control #: 1-D-NY-0911  
Invitation for Bids #: 1PR-06-05**

**This Invitation for Bids includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this Invitation for Bids are intended for use by authorized users only. In support of this requirement, GSA requires bidders to exercise reasonable care when handling documents relating to SBU building information per the Invitation for Bids.**

**REASONABLE CARE:**

**1. Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is *authorized* to receive it. The criterion to determine authorization is *need-to-know*. Those with a *need-to-know* are those who are specifically granted access for the conduct of business on behalf of or with GSA. This includes all persons or firms necessary to do work at the request of the Government, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that the bidder deems necessary in order to submit an offer/bid.

**Note: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.**

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below:

(a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpsc.gov/>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

(c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary,**

**2. Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the contract and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's,

**DOCUMENT SECURITY NOTICE  
TO PROSPECTIVE BIDDERS  
(Page 2 of 2)**

deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

**3. Term of Effectiveness.** The efforts required above shall continue throughout the entire term of contract and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

**4. Written agreement of disposal.** For all bidders using SBU building information, the bidder shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents, with the exception of the bidder's record copy, at the time of closing. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not the successful bidder will make every reasonable and prudent effort to destroy or render useless all SBU information received during the auction.

**I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Copy of business license attached

DUNS Number: \_\_\_\_\_

Verified:                      Yes              No

IRS Tax ID Number \_\_\_\_\_